THE HON'BLE Ms. JUSTICE G. ROHINI

WRIT PETITION NO.9824 OF 2006

DATED: 7TH JUNE, 2006

Between:

G. Shiva Kumar … Petitioner

And

1. The Andhra Pradesh State Road Transport Corporation, rep. by its Managing Director, Office at Hyderabad and 2 others. .. Respondents

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WRIT PETITION NO.9824 OF 2006

O R D E R :

Heard the learned Counsel for the petitioner and the learned Standing Counsel appearing for the A.P. State Road Transport Corporation (APSRTC).

It is not in dispute that the writ petitioner was granted licence by the respondent Corporation for running a Water Kiosk Stall at Godavarikhani Platform at Karimnagar Bus-station. The letter of acceptance was granted in favour of the petitioner by the respondent Corporation on 31-3-2006 informing that he was granted a licence for a period of six (6) years. Subsequently, an agreement was executed between the parties on 17-4-2006. Pursuant thereto, the petitioner has been carrying on the business.

In this writ petition, it is contended that having been granted the right to sell mineral water under the licence issued in his favour, the petitioner alone should be permitted to sell mineral water at Karimnagar Bus-station and it is not open to the respondents to grant such licence to any third party. It is claimed that the petitioner was assured that the licence for sale of mineral water would be exclusively granted to the petitioner, however, contrary to the same, under clause-3 and clause-6 (g) of Deed of Licence the Corporation was granted liberty to grant licence to more than one licensee to do similar business. Hence, this writ petition seeking a Mandamus declaring the action of the respondent Corporation in incorporating the abovesaid conditions in the Deed of Licence as arbitrary and

illegal.

Though the learned Counsel for the petitioner vehemently contended that the abovesaid conditions incorporated in the Deed of Licence are contrary to the conditions stipulated in the tender notice, strangely a copy of the tender notice has not been placed before this Court. No other material has been produced before this Court to show that the petitioner was assured that the licence for sale of mineral water will not be granted to any other person. The mere fact that the letter of acceptance dated 31-3-2006 was silent about the said aspect will not confer any right on the petitioner to plead that exclusive rights were conferred on him to sell mineral water in Godavarikhani Platform at Karimnagar Bus-station. At any rate, the petitioner, having voluntarily entered into the agreement with the respondent Corporation, without raising any objection as to any of the terms and conditions incorporated thereunder, is bound by the same and cannot seek a Writ of Mandamus compelling the respondents to delete some of the terms on the ground that the same would result in hardship to him.

The Writ Petition is misconceived and accordingly the same is dismissed. No costs.

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G. ROHINI, J.

Dt. 7-6-2006
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